UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

LIGER6, LLC, Plaintiff/Counterclaim Defendant, -against- SARTO ANTONIO and SARTO S.r.l., Defendants/Counterclaim Plaintiffs.	Civil Action No. 2:13-cv-04694-JLL-JAD Hon. Jose L. Linares, U.S.D.J.

DECLARATION OF FLAVIA CANAL IN SUPPORT OF PLAINTIFF'S REPLY BRIEF IN FURTHER SUPPORT OF ITS MOTION TO QUASH DEFENDANTS' SUBPOENA ISSUED TO NETWORK SOLUTIONS LLC

I, FLAVIA CANAL, declare that:

1. I am a resident of the United States, I am over the age of twenty-one, and I have personal knowledge of the facts set forth in this declaration. I further declare that all of the facts set forth in this declaration are true and correct to the best of my knowledge and belief. If called as a witness, I could and would competently testify to them under oath.

2. I make this declaration in support of Plaintiff Liger6, LLC's ("Liger6") Reply Brief in Further Support of its Motion to Quash Defendants' Subpoena to Network Solutions, LLC.

3. I am the wife of defendant Marco Bonelli and a member of Liger6. I assist in the management of Liger6.

4. Liger6 owns the domain name for the website www.sartocycles.com (the "Website"). Network Solutions, LLC ("Network Solutions") is the company that hosted the Website.

5. Liger6 does not own the domain name for or operate the websites www.sartobikes.com or www.sartobicycles.com.

6. In or around December 2016, at the direction of counsel, I contacted Network Solutions to request that it shut down the Website. To the best of my knowledge and understanding, Network Solutions shut down the Website by replacing the website with a "site under construction" placeholder.

7. I understand that advertisements were placed on the Website after I requested that Network Solutions shut it down. However, no one from Liger6, including Marco Bonelli or myself, authorized or selected the placement of any advertisements on the shut-down Website.

8. In February 2017, at the direction of counsel, I contacted Network Solutions to request that it remove any advertising links placed on the shut-down website. In response to my request, Network Solutions informed me that any advertisements placed on the shut-down Website were generated by Network Solutions. Network Solutions also informed me that I could not access the Website to remove the advertisement myself due to a legal lock placed by the law firm of Arent Fox in connection with this litigation. Network Solutions further informed me that because of this legal lock, it could not make any changes to the shut-down Website, including removing any advertising links, without a court order.

9. Liger6 does not receive any revenues from the advertising links that were placed on the shut-down Website.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Dated: April 24, 2017

FLAVIA CANAL